

A.M. 54

This Agreement made the 14th day of April 1943, between William W Farley, of Spring Road, Loudonville, Town of Colonick County of Albany and state of New York, party of the first part and Congregation Beth El Jacob, of #90 Herkimer Street, City of Albany County of Albany and state of New York, party of the second part, in the manner following The party of the first part to sell, and the party of the second part to purchase All that tract or parcel of land, situate in the City of Albany County of Albany and state of New York described as follows;

Commencing at a point in the westerly line of Fuller Road one hundred thirty four and thirty one hundredths (134.30) feet measured along Fuller Road from the intersection of the southwesterly corner of Madison Avenue and Fuller Road; running thence westerly along the line of the cemetery of the Congregation Beth El Jacob, two hundred twenty six and ten one hundredths (226.10) feet to an iron stake or post set in the southwesterly corner of the cemetery property of the Congregation Beth El Jacob; continuing thence westerly in a straight line fifty one and thirty nine one hundredths (51.39) feet, parallel, or nearly so, with Madison Avenue, to an iron post in the southwesterly corner of the property of the International Workers Order Inc. being a total distance from Fuller Road of approximately two hundred seventy seven and forty nine one hundredths (277.49) feet, running thence southerly parallel or nearly so, with Fuller Road, a distance of approximately one hundred fifty seven (157) feet, N 51° 43' east, to a point; running thence easterly two hundred seventy seven and forty nine one hundredths (277.49) feet to a point in the westerly line of Fuller Road; thence in a northerly direction along the westerly line of Fuller Road one hundred fifty seven (157) feet to the point or place of beginning.

for the sum of fourteen Hundred dollars (\$1400.00) which the party of the second part hereby agrees to pay to the party of the first part as follows;

Five hundred dollars (\$500.00) fifty dollars \$50.00 of which was paid on March 19, 1943 and four hundred fifty dollars (\$450.00) to be paid at the time of signing of this agreement, receipt

for the sum of fourteen Hundred dollars (\$1400.00) which the party of the second part hereby agrees to pay to the party of the first part as follows;

Five hundred dollars (\$500.00) fifty dollars \$50.00 of which was paid on March 19, 1943 and four hundred fifty dollars (\$450.00) to be paid at the time of signing of this agreement, receipt of which is hereby acknowledged, and the balance of Nine hundred dollars (\$900.00) to be paid by paying one hundred dollars (\$100.00) plus interest on the unpaid principal at the rate of 5% on the 15th day of September of each and every year until the entire principal and interest are fully paid.

It is understood that the party of the second part can pay the whole of any sum in excess of One hundred dollars (\$100.00) per year at any time.

The party of the first part, on receiving such payments at the time and in the manner above mentioned shall execute and deliver to the said party of the second part, or to its assigns a good and sufficient warranty deed of the premises above described, free and clear of all incumbrances.

The party of the second part further agrees that it will pay, in addition to the interest and principal payments, all assessments levied against the above described premises on Fuller Road.

It is understood and agreed that the above described premises will be used for cemetery purposes only.

It is agreed that the party of the second part shall have possession of the above described premises from and after the date herein above mentioned.

And it is agreed that the stipulations aforesaid are to apply to and 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.

493
In presence of G Y Abramson

William W Farley
Congregation Beth El Jacob

By Harry Marks President

State of New York County of Albany ss

On this 14th day of April 1943, before me, the subscriber personally appeared William W. Farley to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same

Rita A Eckert Notary Public Seal

State of New York County of Albany ss

On this 14th day of April 1943, before me the subscriber personally appeared Harry Marks to me personally known, who being by me duly sworn, did depose and say that he resides in the city of Albany, New York; that he is President of the Congregation Beth El Jacob the organization described in and which executed the foregoing instrument; and that he signed his name thereto by order of the congregation Beth El Jacob

Rita A Eckert Notary Public seal

Recording Tax Receipt State of New York County of Albany ss

I do hereby certify that I have received on the within Mortgage \$4.50 being the amount of the recording Tax imposed thereon and paid at the date of the recording thereof
Dated April 14, 1943 W B Clark, Recording Officer of Albany County, N.Y.

REC April 14, 10:23 A.M. 1943

Clerk

W B Clark

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105
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