

for the purpose of making them joint owners of said premises, the same as though the same had been originally conveyed to them as such husband and wife. TOGETHER with the appurtenances and all the estate and rights of the party 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 her heirs and assigns forever. AND the said party of the first part, doth 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 party of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF The said party of the first part has hereunto set his hand and seal the day and year first above written.

William J. Stafford L.S.

STATE OF NEW YORK COUNTY OF ALBANY VILLAGE OF ALBANY SS On this fifteenth day of June in the year nineteen hundred and twenty six, before me, the subscriber, personally appeared William J. Stafford to me known and known to me to be the same person described in, and who executed the within instrument, and he acknowledged to me that he executed the same. John D. White, Notary Public.

Rec. Sept. 27, 1926 12.42 P.M.

George R. Hoag
Clerk

*Order of Albany - 1176.
Created 2/28/26
Filed March 23, 1926.
Filed March 28, 1926.
Paid \$3.00
referred to
John D. White
for
Fred V. Stevens
March 23, 1926.
John D. White
Albany
L.H.B.*

-1176. This Agreement, made this 8th day of September, 1926 by and between Alexander McKown, residing in the City of Albany, New York; Eva F. McKown, Anna McKown, both residing in the Town of Guilderland, Albany County, New York; and Jessie McKown, residing at 133 West 122nd Street, New York City. parties of the first part, and Charles S. Aldrich, residing in the City of Troy, New York, party of the second part, Witnesseth: First.- That the parties of the first part have agreed to sell and party of the second part to buy premises situate in the Town of Guilderland, Albany County, New York, briefly 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 Anna McKown and Eva Floy McKown by deed dated February 25, 1921, and recorded November 11, 1924, 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 the United Traction Company) a distance of about five hundred seventy (570) feet to the lands of Margaret Rice; thence southerly and along the lands of said Margaret Rice and John H. Bloomingdale a distance of about seven hundred (700) feet to the north line of the Ross Farm, which said Ross Farm is under contract of sale to one William J. Knowles, a copy of which contract is hereto annexed and made a part hereof; thence westerly along the said north line of the said Ross Farm, or property of said Knowles, a distance of about eight hundred (800) feet to Guilderland Town Road No. 42; thence northerly along the said town road a distance of about two hundred thirty-five (235) feet to the southwest corner of said premises conveyed to said Anna McKown and Eva Floy McKown; thence easterly along the southerly boundary line of said premises of said Anna McKown and Eva Floy McKown a distance of three hundred twenty-five (325) feet to the southeast corner of same; thence northerly along the easterly boundary of said premises of Anna McKown and Eva Floy McKown a distance of about four hundred (400) feet to the point or place of beginning.

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 168 of Deeds page 179. All for the sum of Twenty Thousand Dollars (\$20,000) to be paid as hereinafter provided:

Second.- Parties agree that said sum of Twenty Thousand Dollars (\$20,000) shall be paid as follows: Five Hundred Dollars (\$500.00) upon the execution of the contract, the receipt whereof is hereby acknowledged, and the balance upon the delivery of the deed on or before October 1st, 1928, at 11 A.M., at the office of Frederick S. Harris 100 State Street, Albany, N.Y., said balance to comprise a cash payment of Nine Thousand Five Hundred Dollars (\$9,500.00) and a purchase money first mortgage for Ten Thousand Dollars (\$10,000.00) payable in three (3) years from the date thereof with the privilege of paying \$100.00 or any multiple thereof on any interest day with interest payable monthly, containing the usual tax and interest clauses and a release clause providing as follows:

There shall be released from the lien of said mortgage any lot fronting on Western Turnpike and not more than one hundred fifty (150) feet deep at the rate of \$15.00 for each front foot along said Turnpike of the lot so released.

There shall be released from the lien of said mortgage any lot not more than one hundred fifty (150) feet in depth and situated between a line one hundred fifty (150) feet southerly from said Turnpike and parallel thereto and a similar line three hundred (300) feet southerly from said Turnpike and parallel thereto at the rate of Ten Dollars (\$10.00) for each front foot of the lot so released.

There shall be released from the lien of said mortgage any lot not more than one hundred fifty (150) feet in depth and situated between a line three hundred (300) feet southerly from said Turnpike and parallel thereto and a similar line four hundred fifty (450) feet southerly from said Turnpike and parallel thereto at the rate of Seven Dollars and Fifty cents (\$7.50) for each front foot of the lot so released, and all lands to the rear of the above at Five Dollars (\$5.00) for each front foot of similar lots.

Third.- Party of second part agrees to pay the mortgage tax upon said mortgage and to pay for the recording of same.

Fourth.- The moneys paid by party of second part for the aforesaid released shall be applied in reduction of the principal of said mortgage but shall not affect either the principal or interest until the interest day immediately following such payments.

In the event that party of the second part hereafter acquires title to thirty-three feet (33) of the Western Turnpike in front on the premises hereby contracted to be sold then the restrictions herein contained with regard to the erection of dwellings within a specified number of feet of the southern boundary of the said Western Turnpike and the distances provided for in the matter of releases from the lien of the said mortgage shall be amended so that the distances set forth shall be measured from a line thirty-three feet (33) north of the present northern boundary of the premises here by contracted to be sold instead of from the southern boundary of the said Turnpike.

Fifth.- Parties of the first part agree that upon receiving the said payment and mortgage as heretofore provided, they will prepare, execute, and deliver to party of the second part a warranty deed conveying said premises free and clear of all liens, encumbrances, and restrictions except as follows, and parties mutually agree that said deed shall contain the following clauses:

No dwelling or building shall be erected on said premises nearer than forty (40) feet to the southern boundary line of said Western Turnpike.

No building other than a one-family dwelling house shall be erected on said premises except that a private garage may be erected in connection with any dwelling.

Said premises shall be used for residential purposes only.

No dwelling 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 Ten Thousand Dollars (\$10,000.00) at the present cost of labor and materials.

No dwelling 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 (\$8,000.00) Dollars at the present cost of labor and materials.

No dwelling 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 Dollars (\$7000.00) 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 Five Thousand Five Hundred Dollars (\$5500.)

In the event the said William J. Knowles, his heirs, executors, or assigns or the owner of premises adjoining on the south the premises hereby conveyed elects to run a street north and south through the said premises hereby conveyed, part of second part will allow said Knowles, his 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 his property shall be divided to best advantage.

If within four years of the making of this contract, the consent of the town authorities of the Town of Guilderland, Alban County, New York, is obtained for the widening of Guilderland 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 feet (13½) 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.

Sixth.- This agreement is made subject to a contract between William McKown and William J. Knowles dated May 1, 1924, and providing for the sale of premises adjoining on the south and west the premises herein contracted to be sold, a copy of which contract is hereto annexed and made a part hereof.

Seventh.- This contract shall bind the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

Alexander McKown	L.S.
Eva F. McKown	L.S.
Anna McKown	L.S.
Jessie McKown	L.S.
Charles S. Aldrich	L.S.

State of New York

County of Albany ss.:

On this 8th day of September, 1926, before me, the subscriber, personally appeared:

Alexander McKown, Eva F. McKown, Anna McKown and Jessie 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.

State of New York
County of Albany ss.:

On this 8th day of September, 1926, before me, the subscriber personally appeared: Charles S. Aldrich, to me known and known to me to be the same person described in, and who executed the within instrument and he duly acknowledged to me that he executed the same.

Frederick S. Harris
Notary Public, Albany County.

This agreement made this 1st day of May, 1924, by and between William McKown, of McKownsville Albany County, New York, party of the first part, and William J. Knowles of McKownsville, Albany County, New York, party of the second part, witnesses:-

That in consideration of the leasing this date by party of the first part to party of the second part of McKown's Grove and adjoining premises, consisting in all of about twelve (12) acres situate in McKownsville, Town of Guilderland, Albany County, New York, and of the sum of One Dollar (\$1.00) paid to party of the first part by party of the second part, the receipt whereof is hereby acknowledged, the parties agree, as follows:

First.- party of the first part hereby gives party of the second part the right to purchase the following described property, to wit: "All that certain farm or piece of land situate lying and being in the said town of Guilderland, bounded as follows, to wit:- Beginning at a White pine Sapling in the line of lands formerly owned by William McKown now deceased, and runs thence along Bettys line south forty eight degrees forty five minutes east thirty two chains & forty links to a post, then south fifty four degrees West forty three chains and sixteen links, then North forty-five degrees thirty minutes West forty four chains and five links to the place of beginning, containing One hundred and forty three acres and one quarter of land". The said premises are a part of the lands conveyed to James McKown by John McKown and wife by deed dated April 23, 1869, and recorded in Albany County Clerk's Office on January 7th 1881, in Book 166 of Deeds at page 179; also all that other plot of ground adjoining on the west the above described premises, containing about three acres of land, and being more particularly described as follows: on the north by Guilderland Town Road #42; on the east by the Ross Farm; on the south by the Reinemann Farm, formerly the Albert Ziehn Farm; and on the west by the Neu Farm; the said premises being a part of an original plot of eight acres from which two acres were heretofore sold to one Ziehn and three acres to one Fred Schwartz, all for the sum of Twenty-three Thousand Dollars (\$23,000.) and subject to the conditions hereinafter specified.

Second.- The said sum of Twenty-three Thousand Dollars shall be paid as follows:

Two Thousand Dollars (\$2000.00) on or before October 1, 1926, and the balance on or before April 1, 1927.

Third.- The party of the second part shall have the right and privilege, immediately after payment of said Two Thousand Dollars (\$2000) on or before October 1, 1926, provided, however, that he first secures the permission of the tenants leasing and occupying said premises to do so, to cut all wood, green and dead, upon any part of said premises, except the grove lot, and to turn said wood, when cut, over to party of first part who will sell same and, after deducting the expense incurred by party of second part in cutting same, apply the proceeds from the sale thereof upon the purchase price of said premises.

Fourth.- Party of first part agrees that upon receiving the full consideration, namely,

Twenty-three Thousand Dollars (\$23000) on or before April 1, 1927, he will prepare and deliver to party of second part a warranty deed of said premises free of all taxes, liens and encumbrances, except as follows:

(a) Said deed of conveyance shall be subject to a lease of a part of said premises, to wit: a parcel of about one hundred forty (140) acres less the grove lot above referred to, which said parcel is more particularly described in the said lease, dated November 20th, 1922, and made by party of the first part, as lessor, with John Carol and Paul Mantaro, lessees, said lease being for a term of three years commencing April 1st, 1923, with privilege to renew for a period of two years from April 1st, 1926.

(b) Said deed of conveyance shall also contain a clause reserving to party of first part the right to enter upon the three (3) acre parcel hereinbefore described and to cut and remove therefrom any green or leaf wood thereon.

(c) In the event that party of second part does not purchase said premises by October 1st, 1926, and in the further event the said lease of November 20, 1922, made by party of first part with John Carol and Paul Mantaro, is not renewed by said Lessees on October 1, 1926, then the party of first part may lease said farm as described in said lease for the period of one (1) year to any person agreeable to him and if party of second part purchases said premises after October 1, 1926, the said deed of conveyance thereof will be made subject to the said new Lease of one year.

Fifth.- In the event that party of the second part purchases said premises and desires to run a street north and south through the same, party of the first part will allow party of the second part, at the expense of party of the second part, to cut a sixty foot (60') street (this width to include space for sidewalk) through the land of the party of the first part adjoining said premises on the north and known as the "twelve acre lot", being the second parcel of land described in a certain deed from John McKown to James F. McKown, recorded in Book 166 of Deeds at page 178 but party of the first 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 first part reserving the right to have the said street run so that his property shall be divided to best advantage.

Sixth.- If within five (5) years after the making of this contract the consent of the Town Authorities of the Town of Guilderland, Albany County, New York, is obtained for the widening of the Guilderland Town Road Number 42, which said road is used as an entrance to premises covered by this contract and which said road connects the Western Turnpike with McKownsville School House Road, then party of first part agrees to convey or make any instrument necessary to convey, thirteen and one-half feet (13½) of the land owned by him between the Western Turnpike and Betty's Line (that is, along the "twelve acre lot" hereinbefore referred to) and bounded by said Town Road.

Seventh.- Parties agree that the balance of twenty-One Thousand Dollars (\$21000) which by the terms hereof, as set forth in Paragraph "Second" becomes due on or before April 1st, 1927, may be paid as follows:

Three Thousand Dollars (\$3000) in cash on or before April 1st, 1927, and the balance of Eighteen Thousand Dollars (\$18000) by the bond and purchase money mortgage of party of the second part and wife, conditioned for the payment of said sum in semi-annual installments of at least Five Hundred Dollars (\$500) each until ten (10) years from date when the entire balance remaining unpaid shall be paid in full, together with interest thereon at six per cent (6%) payable semi-annually, with the privilege to party

of second part of having released from the lien of said mortgage certain portions of said mortgaged premises hereinafter designated upon his paying to party of first part on the principal of said mortgage, the sums hereinafter stated. The land designated is any portion or portions of said mortgaged premises except the Grove lot and the picnic grounds, and the said land may be released from the lien of said mortgage upon payment therefor at the rate of Four Hundred Dollars (\$400) for each acre released east of the Guilderland Town Road No. 42, between Betty's Line and Krummykill Creek, and the sum of One Hundred Dollars (\$100) for each acre of land released elsewhere. The said Grove lot and picnic grounds may be released by payment therefor at rate of Seven Hundred Dollars (\$700) per acre.

Eighth.- Parties agree that time is of the essence of this contract and that unless the terms hereof are fully performed and carried out and the deed of said premises delivered not later than April 1st, 1927, then this contract and the provisions thereof immediately will become null and void.

Ninth.- Parties agree that this contract will 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 1st and year first above written.

Witness to Signatures:
Frederick S. Harris

William McKown L.S.
William J. Knowles L.S.

State of New York
County of Albany ss.:

On this 5th day of May, 1924, before me, the subscriber, personally appeared William McKown and William J. Knowles to me known and known to me to be the persons described in and who executed the foregoing instrument, and they severally acknowledged to me that they executed the same.

Rec Sep 22, 1926
At 11.15 A.M.

Katherine H. Leggett
Notary Public, Rensselaer County, N.Y.
Certificate filed in Albany Co.,
My Commission Expires March 30, 1926.

Clerk.

THIS INDENTURE, Made the 16th day of September in the year Nineteen Hundred and twenty-six.
BETWEEN JENNIE L. HENRY of New Berlin, N.Y., party of the first part, and RALPH B. SAPPFORD of Altamont, N.Y., party of the second part.

WITNESSETH, that the said party of the first part, in consideration of One Dollar, lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF LAND in Altamont, in the Town of Guilderland, in the County of Albany, and State of New York, and described as follows, namely:

Being the home place of the late Rufus F. Barton situate on the westerly side of Prospect Avenue and bounded as follows: Easterly by Prospect Avenue, aforesaid, Northerly by property formerly owned by Hiram Griggs, Westerly by the State Road and Southerly by land now owned or formerly owned by Benjamin Crouse and the Estate of Hiram Griggs together with all the rights and privileges connected with the said property that were held or owned by the said Rufus F. Barton on the 11th day of July, A.D. 1918.

Being the same premises conveyed to the party of the first part by Ella Barton Sargent, only heir of Rufus F. Barton, deceased, and Albert A. Sargent, husband of said Ella B. Sargent by Warranty Deed dated July 22, 1926 and recorded in Albany County Clerk's Office August 20, 1926 in Book No. 774 of Deeds at page 135.