

\$276⁰⁰**This Indenture**

LIBER 2488 PAGE 675

Made the 23rd day of
 July Nineteen Hundred and Ninety-three
 Between Norwig Debye-Saxinger, residing at Merwin Lake Road,
 Kinderhook, New York, 12106

C 7531

part y of the first part, and
 his wife
 Michael D. and Michelle A. Malkowski, residing at 617 Via Ponderosa,
 Schenectady, New York

Witnesseth that the part y of the first part, in consideration of One and 00/100
 Dollars (\$1.00)
 lawful money of the United States, and other good and valuable consideration
 paid by the part ies of the second part, do hereby grant and release unto the
 part ies of the second part, their heirs and assigns forever, all

THAT CERTAIN LOT, piece or parcel of land with the buildings and improvements thereon
 erected, situate, lying and being in the Town of Guilderland, County of Albany and State of
 New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Elmwood Street Extension at the southeasterly
 corner of Lot No. 1, as said Lot is laid down on a certain map entitled, "Map of Elmwood
 Street Extension Amended" dated April 22, 1937 and amended February 2, 1939, made by
 Leslie C. Sherman, Surveyor, and duly filed in the Office of The County Clerk of Albany
 County, New York on September 3, 1940 in Drawer No. 101 as Map No. 1168, and running
 thence from said point of beginning Northerly and on the arc of a circle of a radius of five
 hundred twenty-seven and seventy-four hundredths (527.74) feet and bearing to the left
 and along the westerly line of Elmwood Street Extension for a distance of about sixty-two
 (62) feet; thence North thirty-eight degrees twenty-eight minutes West on a line at right
 angles to the easterly line of Fuller Road for a distance of about one hundred fourteen (114)
 feet to a point in the easterly line of said Fuller Road; thence South fifty-one degrees thirty
 two minutes West and along the easterly line of said Fuller Road and on a line at right
 angles to the last described line for a distance of sixty (60) feet to the southwesterly corner
 of said Lot No. 1; thence South thirty-eight degrees twenty-eight minutes East and along
 the southerly line of said Lot No. 1 and on a line at right angles to the easterly line of Fuller
 Road for a distance of one hundred thirty-three and twenty-six hundredths (133.26) feet to
 the point and place of beginning.

Being the southerly sixty (60) feet in width of said Lot No. 1 on the map herein above
 referred to and the above description being prepared by and taken from a survey of said
 premises made by Conrad Hammann, Licensed Engineer and Surveyor, bearing date of
 May 11, 1949 upon which survey the above-described premises are designated as "St. No.
 1."

Being a portion of the premises conveyed to Abram J. Lee by Mary Ellen Herndon by deed
 dated April 12, 1949 and recorded in the Albany County Clerk's Office on May 19, 1949.

And excepting herefrom the 0.014 acres more or less conveyed by Katherine Riegel to the
 County of Albany by deed dated January 30, 1969 and recorded in the Albany County
 Clerk's Office on August 22, 1969 in Liber 1965 at Page 213. This conveyance is made
 subject to restrictions and easements of record, if any.

Being the same premises conveyed to the party of the first part by Teresa D. DelRosario by
 deed dated September 14, 1984 and recorded in the Albany County Clerk's Office on the
 September 14, 1984 in Liber 2269 at Page 21.

STATE OF NEW YORK)
 COUNTY OF ALBANY)

Received in 1993
 An State Return and
 Receipt
 TAZUCCIO, CLERK
 ALBANY COUNTY CLERK



Together with the appurtenances and all the estate and rights of the part y
of the first part in and to said premises.

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

And said party of the first part

covenant s as follows:
First, That the part ies of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will
receive the consideration for this conveyance and will hold the right to receive such
consideration as a trust fund to be applied first for the purpose of paying the cost of
the improvement and will apply the same first to the payment of the cost of the
improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part ha s hereunto set his
hand and seal the day and year first above written.

IN PRESENCE OF

State of New York
County of Albany

ss.

On this 23rd day of July
Nineteen Hundred and Ninety-three

before me, the subscriber, personally appeared

Norwig Debye-Saxinger
to me personally 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.

Tax Map No. _____

Tax Billing Address _____

William F. Manning, Esq.
Att. Cl. - Notary Public
Comm. Exp. 3/3-197

Deed

WARRANTY WITH LIEN COVENANT

Norwig Debye-Saxinger

TO

Michael D. and Michelle A.
Malkowski

Dated, July 23 19 93

STATE OF NEW YORK

COUNTY OF _____ SS.

RECORDED ON THE

_____ day of _____ A.D. 19 _____

at _____ o'clock _____ M.

in LIBER _____ of DEEDS

at PAGE _____ and examined

CLERK

R & R

D.L. DOHERTY
90 STATE ST. #14HS
ALBANY, NY 12207