

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever, and the said Emma E. Van Loan does covenant with the said party of the second part as follows:

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

That she will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

U.S. R. Stamps 35.45 Cancelled.

Emma E. Van Loan, L.S.

STATE OF NEW YORK, COUNTY OF ALBANY s.s. On this 9th day of Aug. 1940, before me the subscriber, personally came Emma E. Van Loan to me known and known to me to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Arthur John Rose,
Notary Public.

Rec. Sept. 6, 1940, 10:58 A.M.

Clerk.

THIS INSTRUMENT, Made the eleventh day of July, Nineteen Hundred and Forty.

BETWEEN Charles H. Hodges and Lora M. Hodges, his wife, residing at newtonville in the Town of Colonis, Albany County, New York, parties of the first part, and William W. Parley residing at Loudonville in said Town, County and State, party of the second part.

WITNESSETH, that the parties of the first part in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable considerations paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever.

ALL that tract or parcel of land, with the buildings and improvements thereon, situate, in the Town of Guilderland, Albany County, New York, known and distinguished as Lot No. 1, laid down and represented on a map of subdivision of property in Guilderland, belonging to the heirs of Christian LaGrange, deceased, made by William H. Slingerland and Son, Surveyors, and on file in the Albany County Clerk's Office, said lot being bounded and described as follows, to wit: Beginning at a point at the most southerly corner of the lot to be described and in the lands of William J. McKown, and runs thence along the west line of Lot No. 2 of said subdivision North forty-seven degrees (47°) and thirty minutes (30') East thirteen (13) chains; thence North forty-two degrees (42°) thirty minutes (30') West four (4) chains and two (2) links to the most westerly corner of subdivision No. 1 on said map and on the line of the highway; thence along the easterly line of said highway South forty-seven degrees (47°) thirty minutes (30') West thirteen (13) chains to the lands of William J. McKown, thence along the same South forty-two degrees (42°) thirty minutes (30') West four (4) chains and two (2) links to the place of beginning, containing five and twenty-three hundredths (5.23) acres of land.

Excepting and reserving a strip of land of the width of twelve (12) feet on the south end of said lot adjoining the lands of said William J. McKewn for a road or highway for the use and benefit of Lots Nos. 2, 3, 4, 5, 6, 7, and 8, subdivisions of the whole lot of Christian LaGrange, as aforesaid.

Also excepting and reserving from the above premises the several lots or parcels conveyed therein by Johannes Bloomingdale to William D. Aker, Frank R. Fuglen and Michael A. McGrath, as by reference to the several deeds thereof will more fully appear.

Being the same premises conveyed to said Charles H. Hodges and Lora M. Hodges, his wife, parties of the first part hereto, by William H. House by deed dated March 25, 1927 and recorded March 25, 1927 in Albany County Clerk's Office in Book No. 774 of Deeds at page 343.

Also excepting and reserving from the above described premises the several parcels of land conveyed therein by the parties of the first part as follows: to John G. Menard and Helen M. Menard, his wife, by deed recorded September 1, 1938 in Book no. 870 of Deeds at page 402; to Isabelle T. Farley by deed recorded March 3, 1939 in Book No. 891 of Deeds at page 359; and to Louise Brown Farley by deed recorded April 17, 1939, in Book No. 891 of Deeds at page 389.

Subject, however, to the right, privilege and authority granted by the parties of the first part to New York Power and Light Corporation and New York Telephone Company, by instrument dated April 11, 1939 and recorded June 13, 1939 in Book No. 891 of Deeds at page 428.

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

AND said Charles H. Hodges and Lora M. Hodges, his wife, covenant as follows:

- First. That the party of the second part shall quietly enjoy the said premises.
- Second. That said Charles H. Hodges and Lora M. Hodges, his wife, will forever WARRANT the title to said premises.

Third. That the grantors receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of any improvement, that has been commenced upon the premises and has not been completed at least four months before the making and recording of this deed, and that the grantors will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purposes.

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
U.S.P. Stamps \$4.95 Cancelled.

Charles H. Hodges, L.S.
Lora M. Hodges, L.S.

STATE OF NEW YORK, COUNTY OF ALBANY, TOWN OF COLONIE s.s. On this Eleventh day of July, Nineteen Hundred and Forty, before me, the subscriber, personally appeared Charles M. Hodges and Lora M. Hodges, his wife, to me personally known and known to me to be the same persons described in and who executed the within instrument, and they duly and severally acknowledged to me that they executed the same.

Rec. Sept. 19, 1940, 1:09 P.M.

Seal. Lois J. McCabe,
Notary Public.

Clerk.