

# This Indenture

Made the 1st day of May

Nineteen Hundred and Seventy

**Between** GONZALO TORRENTE-BALLESTER, residing at 20 Glenwood Street, McKeownville, Town of Guilderland, County of Albany, State of New York,

2007-190

party of the first part, and

LLOYD L. LININGER and JONNA A. LININGER, his wife,  
residing at 2701 Sequoia Parkway, Ann Arbor, Michigan**Witnesseth** that the party of the first part, in consideration of

ONE and NO/100 Dollar (\$1.00)

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, their heirs and assigns forever, all that tract, piece or parcel of land with the

improvements thereon and appurtenances thereto situated in the Town of Guilderland, County of Albany, State of New York, known and distinguished as all of Lot No. 18 A and the southerly portion of Lot No. 20 represented on a map of said property prepared by LeRoy S. Rickard dated July 8, 1961 and annexed to that certain deed, recorded in the Albany County Clerk's Office in Book 1741 of Deeds at page 240, said lot being more particularly bounded and described as follows:

**BEGINNING** at a pipe marking the westerly corner of the premises herein described, said point being also the southeasterly corner of the so-called Parkwood Homes subdivision as shown on that certain map filed in the Albany County Clerk's Office in Drawer 157 as Map No. 3379 said point of beginning being in the northeasterly line of the subdivision known as County Club Highlands and in the southwesterly line of a 12 foot right of way shown on said map (now abandoned and discontinued), and running thence northeasterly along said Parkwood Homes subdivision a distance of 105.9 feet to a point; thence southeasterly with an interior angle of 90 Degrees 14' a distance of 135.43 feet to the northwesterly side of Glenwood Street; thence southwesterly along the northwesterly side of Glenwood Street with

an interior angle of 89 Degrees 45' a distance of 26.3 to a point of curvature; thence southwesterly on the arc of a circle having an interior angle of 14 Degrees 35' with a radius of 318.86 feet, a distance of 81.16 feet to a pipe marking the point of tangency; thence northwesterly with an interior angle of 75 Degrees 22' to the tangent, a distance of 145.79 feet to the point and place of beginning, the last course making an interior angle of 90 Degrees 06' with the first course hereinbefore described.

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SUBJECT to all enforceable conditions, covenants, assessments and restrictions of record, and to any state of facts an accurate survey may show.

BEING the same premises conveyed to Gonzalo Torrente-Ballester and Maria Fernanda de Torrente-Ballester by Anthony J. DeGastano by deed dated December 18, 1967 and recorded in the same day in Book 1928 of Deeds at page 195; being also the same premises conveyed to Gonzalo Torrente-Ballester by Gonzalo Torrente-Ballester and Maria Fernando de Torrente-Ballester by deed dated January 28, 1970 and intended to be recorded in the Albany County Clerk's Office simultaneously with the recording of this deed.

This conveyance is made and accepted subject to an indebtedness secured by a certain mortgage upon said premises held by National Commercial Bank and Trust Company dated December 18, 1967 and recorded in the Albany County Clerk's Office on the same day in Book 1918 of Mortgages at page 97, upon which said mortgage there is presently owing the principal obligation of \$ 30,668 <sup>43</sup>/<sub>100</sub>, with interest thereon at the rate of 6% per annum from the 1st day of April, 1970, which mortgage obligation the parties of the second part do hereby assume and agree to pay as part of the purchase price for the above premises, and the said parties of the second part do hereby execute and acknowledge this instrument for the purpose of complying with the provisions of Section 5-705 of the General Obligations Law.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

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

And said party of the first part

covenant as follows:

First, That the parties 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.

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

In Presence of

Gonzalo Torrente-Ballester

Lloyd L. Lininger

Jonna A. Lininger

State of New York County of Albany On this 1st day of May Nineteen Hundred and Seventy before me, the subscriber, personally appeared

Gonzalo Torrente-Ballester, Lloyd L. Lininger and Jonna A. Lininger

to me personally known and known to me to be the same person who executed the within Instrument, and they duly described in and acknowledged to me that they executed the same.

Notary Public