

This Indenture,

State of New York
County of Albany

Recorded on the 15 day
of May 1956 at
4:42 o'clock P.M. in Liber
1492 of DEEDS at page 326
and examined.

Made the 15th day of May

Twenty Hundred and Fifty-six

LIBER 1492 PAGE 326

Between JAMES J. SMITH, residing at 21 Norwood Street at
McKownville in the Town of Guilderland, County of Albany and
State of New York

Donald P. [Signature] Clerk

part 7 of the first part, and

CHARLES W. PARSONS and EDITH M. PARSONS, his wife
residing at 1247 Western Avenue at McKownville in the Town of
Guilderland, County of Albany and State of New York

Witnesseth that the party of the first part, in consideration of
parties of the second part,

* * * * * ONE * * * * * Dollar (\$ 1.00)
lawful money of the United States,
paid by the parties of the second part, do as hereby grant and release unto the
parties of the second part, their heirs and assigns forever, all

that certain lot, piece or parcel of land in the Town of Guilderland,
County of Albany and State of New York, briefly described as follows:

BEGINNING at a point in the northeasterly line of the Country Club
Highlands, formerly the property of Wm. J. McKown, at a point where it
is intersected by the southeasterly line of premises conveyed by Jean
Wogel to James J. Smith by deed dated July 30, 1954 and recorded in the
Albany County Clerk's Office on July 30, 1954 in Book 1411 of Deeds at
page 167, and continuing northeasterly along the southeasterly line of
premises so conveyed to James J. Smith a distance of 49.45 feet; thence
northwesterly with an interior angle of 119 degrees 11 minutes 10 sec-
onds a distance of 118.33 feet to the southeasterly line of a proposed
street to be known as Parkwood Street East; thence southwesterly along
the said proposed street on the arc of a circle with an interior angle
of 32 degrees 3 minutes 20 seconds and a radius of 158.50 feet for a
distance of 88.69 feet to a point of reverse curve; thence southerly
along said proposed street on the arc of a circle with an interior angle
of 76 degrees 8 minutes 20 seconds and a radius of 35 feet for a dist-
ance of 46.92 feet to a point of tangency; thence southeasterly along
said tangent for a distance of 5.71 feet; thence southeasterly and with
an interior angle of 104 degrees 59 minutes 30 seconds and along the
northerly line of Country Club Highlands (formerly McKown) a distance

of 156.22 feet; thence continuing southeasterly along the line of premises formerly Country Club Highlands with an interior angle of 179 degrees 55 minutes a distance of 24.55 feet to the point of place of beginning, the last course making an interior angle of 90 degrees 2 minutes with the first mentioned course.

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Subject to the exception and reservation of a strip of land of the width of 12 feet on the southerly (southwesterly) end of said lot adjoining the land formerly of Wm. J. McKown for a road or highway for the benefit of Lots #1, 2, 3, 4, 5, 6, 7 and 8, subdivision of the whole lot of Christian La Grange, deceased.

Being part of the same premises conveyed by Jean Vogel to James J. Smith by deed dated July 30, 1954 and recorded in Albany County Clerk's Office on July 30, 1954 in Book 1411 of Deeds at page 167.

The purpose of this deed is to correct an error of the description appearing in the deed dated November 26, 1954 from James J. Smith to Charles W. Parsons and Edith M. Parsons, his wife, and recorded in the Albany County Clerk's Office on November 26, 1954 in Book 1427 of Deeds at page 137.

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.

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And said party of the first part, JAMES J. SMITH

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; JAMES J. SMITH,

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



There is no actual monetary
consideration for this con-
veyance.

State of New York
County of Albany
before me, the subscriber, personally appeared

On this 15th day of May
Nineteen Hundred and Fifty-six

JAMES J. SMITH

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.


Notary Public