

This Indenture,

Made the 26th day of August Nineteen Hundred and
Thirty Eight
Between

JOHN ABEND, of the City of Syracuse,
County of Onondaga and State of New York,
(108 Merz Avenue)

part y of the first part, and

ALBERT A. KORVES, of the same place,
(345 Ross Park)

part y of the second part;

Witnesseth, that the part y 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 part y of the second part,

does hereby grant and release unto the part y of the second part, his
heirs, distributees and assigns forever, all THAT TRACT OR PARCEL

OF LAND, situate in the Town of Marcellus, County
of Onondaga and State of New York, being part of Lot
No. Sixty Three (63) in said Town, County and State
and being LOT NO. FIVE (5) of the ABEND TRACT as

laid down on a map made by Clinton S. Herrick, C. E.,
on the 12th day of June, 1938 and filed in Onondaga
County Clerk's Office on July 26th, 1938, said Lot

No. 5 being described as follows, viz.: Commencing
at a point at the intersection of the easterly line
of the Right of Way, as shown on said map, with the

northerly line of said Lot No. 5; thence easterly
along the northerly line of said Lot No. 5, three
hundred and fifty feet, more or less, to the westerly

line of lands now owned by the New York Water Service
Corporation; thence southerly along the said New York
Water Service Corporation's westerly line sixty feet,

more or less, to a point measured at right angles
from the northerly line of said Lot No. 5, 50 feet;
thence westerly along the southerly line of said Lot

No. 5, (said southerly line being parallel to the
northerly line of said Lot No. 5) three hundred
forty feet, more or less, to the easterly line of

said Right of Way; thence northerly along the
easterly line of said Right of Way to the place of
beginning; together with a right of way for ingress,

egress and regress to and for the common use of the
party of the first part and the party of the second part,
their respective tenants and successors in title, said

Right of Way being thirty feet wide and being designated
on said map and connecting Marietta-Bordino Highway
with the above described property; together with

whatever right, if any, the party of the first part may
have to pass over that portion of land lying between
the easterly line of said Lot No. 5 and the shore line

of Otisco Lake and the extension of the northerly and

Tract

southerly lines of said Lot No. 5, subject to the following restrictions and covenants which are and shall be binding upon the party of the second part, his executors, administrators, trustees, distributees, devisees, assigns and successors in title and shall be covenants running with the land:

1. Said property shall not be sold, leased, occupied by, transferred or conveyed, in any manner, to members of the yellow, black, red or brown races, nor to Jews, Negroes, Chinese or Japanese nor to Corporations or associations controlled by said persons.

2. Said common right of way shall be forever maintained in a proper and substantial manner.

3. All containers, receptacles, drains, septic tanks or other similiar device of whatever nature for the disposal or storage of sewerage, refuse, waste materials or other substance giving off an offensive odor, shall be installed and maintained at the expense of the purchaser and his successors in title, and before such containers, receptacles, drains, septic tanks or other similiar device of whatever nature is installed or maintained, it shall be necessary to first obtain the approval of the New York State Department of Health and the New York Water Service Corporation or its successor, No foul waste water, refuse, waste materials or other substance giving off an offensive odor or detrimental to health shall be deposited or permitted to be deposited on said property without first complying with the provisions of this paragraph.

4. No trade, manufacture or business of any kind shall be operated or permitted to be operated on said property. No boat livery, bait, intoxicating beverages, meats, groceries, fruits, vegetables, ice-cream, tobacco, dance hall, boarding house, hotel or other business or product shall be sold, offered for sale or operated or maintained on said property.

5. No building of any description, excepting one private dwelling and a private garage, with the customary appurtenances, shall be erected, placed or permitted on said property, or any part thereof, and said private dwelling shall cost and be reasonably worth at least the sum of \$1,000.00. All buildings shall be located on Lots Nos. 1 to 9, both inclusive, at least three feet from the northerly and southerly boundaries thereof and in depth as follows: On Lots Nos. 1, 2, 3, 4, 8 and 9 at least 75' feet west of the center of the easterly boundaries thereof and on Lots Nos. 5, 6 and 7 at least 100 feet west of the center of the easterly boundaries thereof

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 party of the second part, his heirs, ^{ees} distribute and assigns forever.

And said party of the first part

covenant as follows:

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

Second. That said party of the first part

will forever ~~Waive~~ hold the title to said premises.

Third. That the grantor 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 grantor 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 party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

Mark L. Dorey

John Ahern



State of New York
County of ONONDAGA
CITY of SYRACUSE } ss:

On this 26th day of August Nineteen Hundred and
Thirty-Eight before me, the subscriber, personally appeared
JOHN ABEND

to me personally 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

John L. Abend

NOTARY PUBLIC, ONONDAGA COUNTY

Recorded this 26th day of August 1938
at 2:34 P.M. Golland A. Deewin, Clerk