

THIS INDENTURE, made the 17th day of January, Nineteen Hundred and Forty-Six.

and Grove S. Kneeskern, her husband,
BETWEEN, Edna L. Kneeskern/of the Village of Canastota,
County of Madison, and State of New York, party of the first part,
and Hattie L. Young of the Village of Lakeport, County of Madison,
and State of New York, party of the second part.

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

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, County of Onondaga, and State of New York, and being part of lots Nos. 60 and 72 in said Town of Cicero, and being lot #1 of the "Kneeskern Tract" as shown on a map now on file or to be filed in Onondaga County Clerk's Office, Syracuse, New York, bounded and described as follows: Commencing at an iron pipe set in the ground at a point in the north line of the grantor's farm on the south line of lot #60, (also north line of lot #72) which point is also in the east line of New York State Route #31 and which point is 22 feet measured on a bearing of north 71 degrees, east from the easterly edge of the concrete in said highway; thence south 42 degrees 20 minutes east parallel to aforesaid State Road and along the easterly side of said highway **167 feet** to an iron pipe in the easterly line of said highway 6 inches easterly on a bearing north 47 degrees 40 minutes east from a six-inch elm tree; thence at an angle of 90 degrees and at a bearing north 47 degrees 40 minutes east 372.25 feet to an iron pipe in the north line of the grantor's farm; thence south 71 degrees west, bordering the north line of grantor's farm, about 408 feet to the place of beginning, containing about 71/100ths acres, be the quantity of land more or less.

JOHN L. ROBERTSON
ATTORNEY
CANASTOTA, N. Y.

The foregoing described premises are conveyed and accepted subject to the following conditions, restrictions and reservations running with the land and are to be contained in all subsequent conveyances thereof:

FIRST: No cottage, home or structure shall be constructed on the above described property within thirty-six feet (36') of the easterly line of New York State Route #31, nor within three feet (3') of the side lines of said lot.

SECOND: No open cesspools or outside toilets shall be

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constructed, permitted, or allowed on said premises, and if septic tanks beneath the surface of the ground are used for disposal of sewerage or chemical toilets are used inside of any cottage, house, or garage, the collection therein shall be disposed of in such manner as not to create obnoxious odors or a nuisance on or near the tract of land of which the above described premises are a part.

THIRD: The grantee herein, her heirs, and assigns, shall never sell or lease in whole, or any part of the said premises, to any person or persons of the ~~XXXXXX~~ Creek, Jewish, Negro, or Yellow races, nor any association, co-partnership, or corporation composed in whole or in part of those races, or either of them.

FOURTH: No bawdy house or house of ill-fame shall ever be operated, conducted or permitted on said premises.

FIFTH: The right is hereby reserved to at any time construct and maintain sewers, water mains, electric light, telephone, or telegraph lines in conduits or otherwise, in, over, along, and on any streets or avenues on said tract and also the right to grant such concessions as the grantor may desire, for commercial purposes, on any other lot in this tract.

SIXTH: The grantees herein, their heirs and assigns, are hereby given the use, in common with others, of such streets and avenues on said tract of which the above described property is a part, as may be necessary to reach the main highway, and property hereby conveyed, and the grantors hereby reserve the use, in common with others, in said streets and avenues, and the right to grant and convey such rights, in common, to such streets as the grantors herein may wish.

SEVENTH: A breach of said conditions, restrictions, and reservations, or any of them, shall entitle the grantors, or any of their grantees on said tract, to an action to restrain or for damages. No breach shall operate to defeat any mortgage lawfully obtained, unless committed by and with the consent of the mortgagee,

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or someone claiming under said mortgage, and the grantors do covenant with the grantees as follows:

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, her heirs and assigns forever.

AND said Edna L. Kneeskern does covenant as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said Edna L. Kneeskern will forever WARRANT the title to said premises.

THIRD, That 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 has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

JOHN L. ROBERTSON
ATTORNEY
CANASTOTA, N. Y.



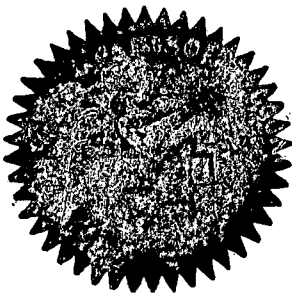
STATE OF NEW YORK
COUNTY OF MADISON

Edna L. Kneeskern (L. S.)
Bro. S. Kneeskern (S. S.)
father

On this 17th day of January, Nineteen Hundred and Forty-Six, before me, the subscriber, personally appeared EDNA L. KNEESKERN, *and Bro. S. Kneeskern*, to me personally known and known to me, to be the same person described in and who executed the above Instrument, and she duly acknowledged to me that she executed the same.

Katherine M. Davis
Notary Public.

STATE OF NEW YORK, Madison County Clerk's Office, ss:

I, **ROGER R. DORRANCE**, Clerk of said County, and of the Supreme and County Courts therein, the same being Courts of Record, Do Hereby Certify

That: Katherine M. Dorris
whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment, a NOTARY PUBLIC for said County, dwelling in said County, and sworn and duly authorized to take the same. And further that I am well acquainted with his hand writing and verily believe that the signature to the Certificate of said proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county and courts, at the Village of Wampsville, in said County, this 24th day of January 194 6

Roger R. Dorrance ClerkBy Arthur C. Parkhurst Deputy Clerk

Nº 762

Recorded this 30th day of January 1946at 9:24 A.M.Walter T. Tuckman
COUNTY CLERK