

BOOK 821 PAGE 382

1.00 (U.S.I.R. CANCELLED)

# This Indenture

Made the 10<sup>th</sup> day of April Nineteen Hundred and  
Thirty-six  
Between

RAYMOND M. BEAN and DONZETTA BEAN, his wife,  
of the City of Syracuse, County of Onondaga  
and State of New York,

parties of the first part, and

HAROLD E. BAUMGARTNER and ELEANOR F. BAUMGARTNER,  
his wife, of the Village of Jordan, County of  
Onondaga, and State of New York, as tenants by  
the entirety,

parties of the second part,

Witnesseth, that the parties 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 parties of the second part,  
do hereby grant and release unto the parties of the second part,  
theirs and assigns forever, all

(Map)  
THAT TRACT OR PARCEL OF LAND, situate in the Town of  
Spafford, County of Onondaga and State of New York, known and  
described as sub-division lot No. 31 as the same is laid down and  
designated on a map made for the Edgewater Beach Inc., by D. M. Dunning  
Jr., C. E., entitled Edgewater Beach, and filed in the Onondaga County  
Clerk's Office on July 31st, 1929. Said Lot No. 31 has a frontage  
of Sixty-seven and five-tenths (67.5) feet on Skaneateles Lake, and  
is three hundred ten (310) feet on the northerly side, and is three  
hundred thirty-four (334) feet on the southerly side, and is one  
hundred sixty-one (161) feet fronting on the Skaneateles-Borodino  
Highway as shown on said map.

It is understood and agreed between the parties hereto,  
viz: First:- That the party of the second part will not on or before  
July 15th, 1949, use any structure built on said lot other than for  
ordinary and usual purpose of a dwelling, excepting a garage may be  
erected on the rear half of the lot or attached to the house, but if  
attached to the house it must be architecturally a part of the house

and not a mere leanto against it.

Second:- That no such dwelling shall be erected on any lot the main wall of which is within 75 feet of the front lot line, as the said front lot line is designated on said map before mentioned. The said front lot line is to be construed as being the Top Of Bank line as designated on said map.

Third:- The party of the first part reserves the right to grant an easement on and across the rear part of the lot as near the rear line (Highway Line) as practicable, for the purpose of erecting poles, wires and fixtures for electrical and telephone purposes.

Fourth:- That all buildings erected on said lot, and all pipes, septic tanks, chemical toilets or drains therein or thereon shall be kept in a healthful and sanitary condition, and the lot kept reasonably free from weeds, brush or anything unsightly. No detached toilet shall be erected on said lot.

Fifth:- That said lot shall not be sold, or this deed assigned to any person of Negro or Mongolian descent, or any other undesirable character whose residence might prove a detriment to the property.

Sixth:- That the covenants and agreements herein contained shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Seventh:- The restrictions contained in paragraphs 1st and 2nd are not to be construed as restricting the party of the second part from erecting a Boat House on the front lot line on Skaneateles Lake.

**Together** 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 parties of the second part, **their heirs** and assigns forever.

**And** said Raymond M. Bean and Donzetta Bean, his wife, covenants as follows:


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


**Second.** That said Raymond M. Bean


will forever **Warrant** the title to said premises.

**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

Raymond M. Bean 

Donzetta Bean 





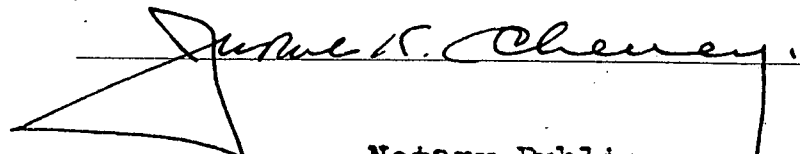


State of New York }  
County of ONONDAGA } ss..  
CITY of SYRACUSE

On this 10<sup>th</sup> day of APRIL Nineteen Hundred and  
THIRTY-SIX before me, the subscriber, personally appeared

RAYMOND M. BEAN and DONZETTA BEAN

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.

  
Notary Public.

Recorded this 11<sup>th</sup> day of January 1937  
at 12:56 P. M. Frederick A. Hunt, Clerk